

1
2
3 BILL NO. S-75-07-16

4 SPECIAL ORDINANCE NO. S- 140-75

5 AN ORDINANCE approving contracts with HIPSKIND
6 ASPHALT CORPORATION for street improvement
7 in connection with Resolution 5687-1975

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated June 25, 1975, between the City
11 of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 HIPSKIND ASPHALT CORPORATION, for:

13 Contract "A": - Bad pavement removed and replaced, concrete
14 restoration, drainage structures adjusted and set to grade
15 Contract "B" - Heater-Scarifying and Rejuvenating Agent
16 Contract "C" Overly 1" Hot Asphalt in place. Asphalt furnished
17 by City and delivered to the work site

18 To the following streets:

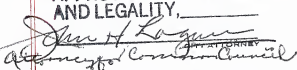
19 Berry Street from the east property line of Lafayette Street to the
20 west property line of Anthony Boulevard
21 Wayne Street from the east property line of Lafayette Street to the
22 west property line of Anthony Boulevard
23 Hanna Street from the south property line of Creighton Avenue to
24 the north property line of Rusdill Boulevard,
25 Crescent Avenue from the south property line of Forest Avenue to the
26 south property line of Lake Avenue,
27 Wells Street from the north side of the bridge north of Superior Street
28 to the south property line of Huffman Street,
29 Spring Street from the west curb line of Wells Street to the east
30 property line of Sherman Boulevard

31 for a total cost of \$336,551.16 to be paid from Street Bond Issue, all as more particu-
32 larly set forth in said Contract, which is on file in the Office of the Board of Public
33 Works, is by reference incorporated herein, made a part hereof and is hereby in
34 all things ratified, confirmed and approved.

35 SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.

31
32
33 
34 Councilman

35 APPROVED AS TO FORM
AND LEGALITY, _____


Attorney General

Read the first time in full and on motion by Mrses, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Public Works. (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date:

7-8-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BURNS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____	_____
KRAUS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____	_____
NUCKOLS	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____	_____

DATE:

7-22-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution, No. S-140-75 on the 22nd day of July, 1975).

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Schuler
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of July, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 23rd day of July, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

John A. Brown
MAYOR

File No. S-75-07-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

and, your Committee on Public Works to whom was referred an Ordinance
approving contracts with HIPSKIND ASPHALT CORPORATION for street improvement
in connection with Resolution 5687-1975

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckels

William T. Hings

Donald J. Schmidt

W. C. Moses Jr.

Eugene Kraus Jr.

John Nuckels
William T. Hings
D. J. Schmidt

DATE 7-22-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE
board of public works

June 9, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen & Mrs. Schmidt:

Contracts have been awarded for the Heater-Scarifying of seven (7) streets as follows:

Contract "A" - Hipkind Asphalt Corp.	\$142,611.00
*Contract "B" - Hipkind Asphalt Corp.	\$110,360.16
Contract "C" - Hipkind Asphalt Corp.	\$ 83,580.00

* NOTE: Hipkind was the only bidder on this portion and was \$49,048.96 over the engineer's estimate. In talking to him, it was discovered a misunderstanding existed between he and his proposed subcontractor regarding who was to furnish equipment, labor, etc. A meeting with the City, Hipkind and the sub-contractor clarified the situation. A change order is, therefore, attached which will reduce the amount of Contract "B".

The Board requests "Prior Approval" of the three (3) contracts and the change order.

An Ordinance will be submitted as soon as contracts are processed,

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neil

/bt

Attachments

cc: Mayor

APPROVED:

W. W. Jones Sr. Jane Lott Samuel Talarico
Vivian L. Schmidt Paul K. [unclear] A. Schmidt
Eugene Kraus William T. Kanga

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Chubb W. W. [unclear]
City Clerk

PROJECT 1975 Heater-Scarifying (Contract "A")

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE May 14, 1975

RES. NO. 5687-1975

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	HIPKIND ASPHALT CORPORATION		DAILEY ASPHALT PRODUCTS CO., INC.		RIETH-RILEY CONST. CO., INC.		WAYNE ASPHALT & CONSTRUCTION CO., INC.		BROOKS CONST. CO., INC.	
STREETS— QUAN	ALLEYS— UNIT	SIDEWALKS MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
3211	Sq.Yds.	Pavement Removal	5.00	16,055.00	5.00	16,055.00	3.00	9,633.00	6.00	19,266.00	6.50	20,871.50	9.50	30,504.50
2900	Lin.Ft.	Curb Removal	2.00	5,800.00	3.00	8,700.00	3.00	8,700.00	2.50	7,250.00	4.50	13,050.00	2.50	7,250.00
1044	Tons	Hot Asphalt #9 Binder	20.00	20,880.00	20.00	20,880.00	21.00	21,924.00	25.00	26,100.00	30.00	31,320.00	26.00	27,144.00
360	Tons	Hot Asphalt #4 Binder	20.00	7,200.00	30.00	10,800.00	60.00	21,600.00	38.00	13,680.00	28.50	10,260.00	26.00	9,360.00
613	Tons	Hot Asphalt A-2 City Mix	20.00	12,260.00	22.00	13,486.00	21.00	12,873.00	29.50	18,033.50	32.50	19,922.50	30.00	18,390.00
200	Gals.	Liquid Asphalt Tack Coat	0.50	100.00	0.70	140.00	2.50	500.00	1.00	200.00	2.00	400.00	2.00	400.00
157	Each	C.B.'s Adj. & Set to Grd.	100.00	15,700.00	250.00	39,250.00	220.00	34,540.00	225.00	35,325.00	150.00	23,550.00	155.00	24,335.00
65	Each	M.H.'s Adj. & Set to Grade	100.00	6,500	200.00	13,000.00	200.00	13,000.00	125.00	8,125.00	125.00	8,125.00	125.00	8,125.00
2900	Lin.Ft.	New 6"x18" Conc. Curb	5.00	14,500.00	7.00	20,300.00	8.00	23,200.00	7.00	20,300.00	7.50	21,750.00	8.75	25,375.00
TOTALS				98,995.00		142,611.00		145,970.00		148,329.50		149,249.00		150,883.50
DISCOUNT						None		None		None		None		None
						44% over								

PROJECT 1975 Heater-Scarifying (Contract "B")

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANADATE May 14, 1975 RES. NO. 5687-1975

MATERIAL

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

HIPSKIND ASPHALT
CORPORATIONUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

76,639 Sq.Yds. Heater-Scarifying 0.65 49,815.35 1.04 79,704.56

76,639 Sq.Yds. Asphalt Rejuvenating Agent 0.15 11,495.85 0.40 30,655.60

TOTALS \$ 61,311.20 \$ 110,360.16

DISCOUNT

None

80% Over

FORT WAYNE INDIANA

FORT WAYNE INDIANA

[illegible]

PROJECT 1975 Heater-Scarifying: Alternate Replaces Contract "B" & "C" OFFICE OF CITY ENGINEER
 DATE May 14, 1975 RES. NO. 5687-1975 MATERIAL FORT WAYNE INDIANA

PROJECT 1975 Heater-Scarifying: Alternate Replaces Contract "B" & "C" OFFICE OF CITY ENGINEER
 DATE May 14, 1975 RES. NO. 5687-1975 MATERIAL FORT WAYNE INDIANA

DATE May 14, 1975 RES. NO. 5687-1975 MATERIAL FORT WAYNE INDIANA

[illegible]

62-140-8 6/25/75

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 25th day of June, 1975

by and between -----HIPSKind ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Contract "A", Res. No. 5687-1975, for bad pavement removed and replaced, concrete replaced, concrete restoration, drainage structures adjusted and set to grade, all as directed by the project engineer in accordance with the attached resolution. (Note instructions to bidders.)

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5687-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal	Five dollars and no cents, per square yard	5.00
Hot asphalt #9 binder	Twenty dollars and no cents, per ton	20.00
Hot asphalt City Mix A-2	Twenty two dollars and no cents, per ton	22.00
Hot asphalt #4 binder	Thirty dollars and no cents, per ton	30.00
Curb removal	Three dollars and no cents, per lineal foot	3.00
Liquid asphalt tack coat	Seventy cents, per gallon	.70
Catch basins adjusted and set to grade	Two hundred fifty dollars and no cents, per each	250.00
Manholes adjusted and set to grade	Two hundred dollars and no cents, per each	200.00
New 6" x 18" concrete curb	Seven dollars and no cents, per lineal foot	7.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5687-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20 day of June, 1975

HIPKIND ASPHALT CORPORATION

BY: David L. Hipkind

ITS: Pres

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal
Betty Ann Nault
John H. Long
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has adopted a program, at its expense for Heater-Scarifying on seven (7) streets as needed, and,

WHEREAS, this represents the continuing effort of the Board of Public Works of said City to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians and the motoring public, and,

WHEREAS, representatives of the Board of Public Works have made detailed inspection of the streets as follows:

Berry Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,

Wayne Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,

Hanna Street from the south property line of Creighton Avenue to the north property line of Pontiac Street,

Fairfield Avenue from the south property line of Creighton Avenue to the north property line of Rudisill Boulevard,

Crescent Avenue from the south property line of Forest Avenue to the south property line of Lake Avenue,

Wells Street from the north side of the bridge north of Superior Street to the south property line of Huffman Street,

Spring Street from the west curb line of Wells Street to the east property line of Sherman Boulevard.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works of said City that it is deemed necessary to improve the aforementioned streets by:

Contract "A" - Bad pavement removed and replaced, concrete restoration, drainage structures adjusted and set to grade. All as directed by the project engineer.

Contract "B" - Heater-Scarifying and Rejuvenating Agent

Contract "C" - Overlay 1" Hot Asphalt in place. Asphalt furnished by City and delivered to the work site.

Contract "D" - Alternate, replaces Contracts "B" and "C": Furnishing labor and materials for 1½" Hot Asphalt overlay.

All in accordance with the specifications and conditions on file in the office of the Board of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, Indiana and that no special benefits will accrue to property owner adjoining said improvement or be otherwise assessable under this improvement resolution.

The cost of said improvement shall be paid from monies appropriated from General Obligation Bonds and designated as "Municipal Bonds - 1975" of the City of Fort Wayne, Indiana and approved by the Common Council of said City under General Ordinance, G.O.-5-75 and/or other monies so designated for this improvement by the Board of Public Works.

ADOPTED, this 30 day of April, 1975.

GUARANTY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Forty

Two Thousand Six Hundred Eleven Dollars and No Cents-----

-----(\$ 142,611.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

~~XXXXXX~~ Contract "A", Res. No. 5687-1975,

for "bad" pavement removed and replaced, concrete replaced, concrete restoration,

drainage structures adjusted and set to grade, all as directed by the project

engineer in accordance with the attached resolution. (Note instructions to

bidders.)-----according to certain plans and specifications, and

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20 day of June 75

TRINITY UNIVERSAL INSURANCE COMPANY HIPSKIND ASPHALT CORPORATION (SEAL)

BY: Terrence Ward BY: David L. Hegskind (SEAL)

(Attorney-in-Fact) ITS: Pres (SEAL)

Approved this 25 day of June, 1975

Carol O'Neal

Betty Lou Vault

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Known All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred
Forty Two Thousand Six Hundred Eleven Dollars and No Cents-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

142,611.00
(\$-----)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement
as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain
in full force and virtue in law and in the event the said City shall extend the time for the completion
of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20 day of June 75

HIPSKIND ASPHALT CORPORATION (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Thomas J. Ward
(Attorney-in-Fact)

BY: David R. Hepskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

Approved this 25 day of June, 1975

John A. Booney
Carl & O'Neil
Betty Lou Nault
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 13, 1975 APPROVED AS TO FORM AND LEGALITY

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HOW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1%+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44%	29	7%	2	
GLAZIER	S	8.24	12		25	4	35choliday
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
LATHER	S	8.20		25		1	3if
	S	8.64		6%		4	2if
	S-SS						
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
	S-SS						
TRANSFER (BUILDING) (HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

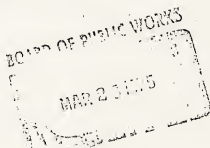
IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 19 75

William T. H. H. H.
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. H. H.
 REPRESENTING THE AWARDED AGENT.

Frank M. H. H.
 REPRESENTING STATE A.F.L. & C.I.O.





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

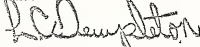
And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 19 71

TRINITY UNIVERSAL INSURANCE COMPANY

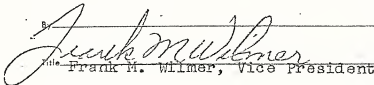
Attest:



C. Templeton, Secretary Title

(SEAL)

State of Texas ss:
County of Dallas


Title Frank M. Wilmer, Vice President

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1973

C. E. Cason, Notary Public

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19 _____

(Seal:)


Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

62-140-9
6/25/75

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

CONTRACT

This Agreement, made and entered into this 25 day of June, 1975

by and between -----HIPSKIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Contract "B", Res. No. 5687-1975, for Heater-Scarifying and Rejuvenating

Agent (See attached resolution and special instructions to bidders for descriptions of streets, etc.)

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5687-1975 and at the following price per lineal foot -----

at the following prices:

Heater Scarifying	One dollar and four cents, per square yard	1.04
Asphalt Rejuvenating Agent	Forty cents, per square yard	.40

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5687-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20

day of June, 1975

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipkind

ITS: Pres.
Contractor, Party of the First Part.

City of Fort Wayne By and Through:

Carl E. O'Neal

Betty Ann Paul

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has adopted a program, at its expense for Heater-Scarifying on seven (7) streets as needed, and,

WHEREAS, this represents the continuing effort of the Board of Public Works of said City to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians and the motoring public, and,

WHEREAS, representatives of the Board of Public Works have made detailed inspection of the streets as follows:

Berry Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,

Wayne Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,

Hanna Street from the south property line of Creighton Avenue to the north property line of Pontiac Street,

Fairfield Avenue from the south property line of Creighton Avenue to the north property line of Rudisill Boulevard,

Crescent Avenue from the south property line of Forest Avenue to the south property line of Lake Avenue,

Wells Street from the north side of the bridge north of Superior Street to the south property line of Huffman Street,

Spring Street from the west curb line of Wells Street to the east property line of Sherman Boulevard.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works of said City that it is deemed necessary to improve the aforementioned streets by:

Contract "A" - Bad pavement removed and replaced, concrete restoration, drainage structures adjusted and set to grade. All as directed by the project engineer.

Contract "B" - Heater-Scarifying and Rejuvenating Agent

Contract "C" - Overlay 1" Hot Asphalt in place. Asphalt furnished by City and delivered to the work site.

Contract "D" - Alternate, replaces Contracts "B" and "C": Furnishing labor and materials for 1½" Hot Asphalt overlay.

All in accordance with the specifications and conditions on file in the office of the Board of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, Indiana and that no special benefits will accrue to property owner adjoining said improvement or be otherwise assessable under this improvement resolution.

The cost of said improvement shall be paid from monies appropriated from General Obligation Bonds and designated as "Municipal Bonds - 1975" of the City of Fort Wayne, Indiana and approved by the Common Council of said City under General Ordinance, G.O.-5-75 and/or other monies so designated for this improvement by the Board of Public Works.

ADOPTED, this 30 day of April, 1975.

GUARANTY BOND

Know All Men by These Presents, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Ten
Thousand Three Hundred Sixty Dollars and Sixteen Cents-----

-----(\$110,360.16)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

-----Pavement

XXX

XXXXXXXX Contract "B", Res. No. 5687-1975,

for Heater-Scarifying and Rejuvenating Agent (See attached resolution and special instructions to bidders for description of streets, etc.)

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20 day of June 75

TRINITY UNIVERSAL INSURANCE COMPANY

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: T. J. [Signature]
(Attorney-in-Fact)

BY: David R. Hipkind (SEAL)

ITS: Pres. (SEAL)

Approved this 25 day of June, 1975

[Signature]
[Signature]
[Signature]
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we _____

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred

Ten Thousand Three Hundred Sixty Dollars and Sixteen Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

110,360.16
(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20 day of June 75

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Pres. (SEAL)

(SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Severin Wied
(Attorney-in-Fact)

Approved this 25 day of June, 1975

Carl E. O'Neal
Betty Lou Nauer
Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 9, 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35%	55%			31F
BOILERMAKER	S	10.05	50	1.00		1%	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	21F
(HIGHWAY)	S	9.01	47	40		5	21F
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1%30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44%	29	7%	2	
GLAZIER	S	8.24	12		25	4	35Cholida
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	5.95-6.25	35	30		7	
(SEWER)	S-US	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31F
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21F
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	6.75-9.15	40	40		5	
(SEWER)	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41F
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91F
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

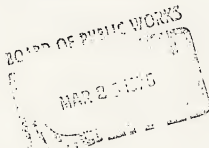
IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 1975

Walter T. N. Jones
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles J. Jones
 REPRESENTING THE AWARDED AGENT.

John W. Jones
 REPRESENTING STATE A.F.L. & C.I.O.





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surely, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

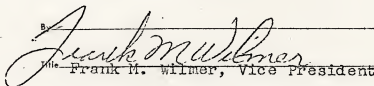
And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper person.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 19 71

Test: 

TRINITY UNIVERSAL INSURANCE COMPANY


By Frank M. Wilmer, Vice President

L. C. Templeton, Secretary Title
(SEAL)

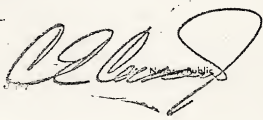
State of Texas
County of Dallas ss:

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1973

C. E. Gason, 

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19 _____

(Seal)


Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

62-140-10

6/25/75

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

This Agreement, made and entered into this 25 day of June, 1975

by and between-----HIPS KIND ASPHALT CORPORATION-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Contract "C", Res. No. 5687-1975, for overlay 1" asphalt in place. (See attached resolution). (Note instructions to bidders).

by grading and paving the roadway to a width of-----feet with-----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5687-1975 and at the following price per lineal foot-----

at the following prices:

Hot asphalt A-2 Top	Twenty dollars and no cents,	20.00
Surface - City Mix	per ton	

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein be reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5687-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1975 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20 day of June, 1975.

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipkind

ITS: Rus

Contractor, Party of the First Part.

City of Fort Wayne By and Through:

Carl E. O'Neal

Boyle, Jan. J. J. J.

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has adopted a program, at its expense for Heater-Scarifying on seven (7) streets as needed, and,

WHEREAS, this represents the continuing effort of the Board of Public Works of said City to increase property values by maintaining basic improvements and reducing safety hazards to pedestrians and the motoring public, and,

WHEREAS, representatives of the Board of Public Works have made detailed inspection of the streets as follows:

- Berry Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,
- Wayne Street from the east property line of Lafayette Street to the west property line of Anthony Boulevard,
- Hanna Street from the south property line of Creighton Avenue to the north property line of Pontiac Street,
- Fairfield Avenue from the south property line of Creighton Avenue to the north property line of Rudisill Boulevard,
- Crescent Avenue from the south property line of Forest Avenue to the south property line of Lake Avenue,
- Wells Street from the north side of the bridge north of Superior Street to the south property line of Huffman Street,
- Spring Street from the west curb line of Wells Street to the east property line of Sherman Boulevard.

NOW THEREFORE, BE IT RESOLVED by the Board of Public Works of said City that it is deemed necessary to improve the aforementioned streets by:

- Contract "A" - Bad pavement removed and replaced, concrete restoration, drainage structures adjusted and set to grade. All as directed by the project engineer.
- Contract "B" - Heater-Scarifying and Rejuvenating Agent
- Contract "C" - Overlay 1" Hot Asphalt in place. Asphalt furnished by City and delivered to the work site.
- Contract "D" - Alternate, replaces Contracts "B" and "C": Furnishing labor and materials for 1½" Hot Asphalt overlay.

All in accordance with the specifications and conditions on file in the office of the Board of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, Indiana and that no special benefits will accrue to property owner adjoining said improvement or be otherwise assessable under this improvement resolution.

The cost of said improvement shall be paid from monies appropriated from General Obligation Bonds and designated as "Municipal Bonds - 1975" of the City of Fort Wayne, Indiana and approved by the Common Council of said City under General Ordinance, G.O.-5-75 and/or other monies so designated for this improvement by the Board of Public Works.

ADOPTED, this 30 day of April, 1975.

GUARANTY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. of DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eighty Three

Thousand Five Hundred Eighty Dollars and No Cents-----

-----(\$83,580.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

On ~~XXXXXX~~ Contract "C", Res. No. 5687-1975,

for overlay 1" asphalt in place (see attached resolution). (Note instructions to bidders).

-----according to certain plans and specifications, and
for a period of three (3) Years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20th day of June 75

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terence J. [Signature]

(Attorney-in-Fact)

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: Dwight L. Hipkind (SEAL)

ITS: Pres. (SEAL)

Approved this 25 day of June, 1975

[Signature]

[Signature]

[Signature]

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we-----

-----HIPSKIND ASPHALT CORPORATION-----

as principal, and Trinity Universal Insurance Co. of Dallas, Texas-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Eighty Three
Thousand Five Hundred Eighty Dollars and No Cents-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

-----(\$83,580.00)

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and conditions for the period of three(3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20 day of June 75

HIPSKIND ASPHALT CORPORATION (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: [Signature]

(Attorney-in-Fact)

BY: David L. Lipskind (SEAL)

ITS: Pres. (SEAL)

----- (SEAL)

Approved this 25 day of June, 1975

[Signature]

Carl E. O'Neal

Betty Lou Nault

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

JUNE 13, 1975

APPROVED BY: AND LEGAL

ATTORNEY

RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.
 In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

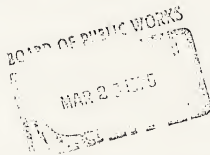
MOSAIC & TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26th DAY OF March, 1975

William T. K. [Signature]
 REPRESENTING GOVERNOR, STATE OF INDIANA

[Signature]
 REPRESENTING THE AWARDED AGENT.

[Signature]
 REPRESENTING STATE A.F.L. & C.I.O.

CLASS	RATE PER HR.	P.W.	PEN	VAC	APP.	MISC.
S	9.95	35c	55c			31f
S	10.05	50	1.00		1c	
S	8.89	30	25		1	
S	8.31		6%		4	21f
S	9.01	47	40		5	21f
S	8.30	40				
S	9.10	30	17 1/30		4	
S	8.77	44 1/2	29	7%	2	
S	8.24	12		25	4	35c hold
S	9.70	55	65		1	
S-SS US	5.95-6.25	35	30		7	
S-SS-SS	5.90-6.05	35	30		7	
S-US-SS	6.25-7.33	35	30		7	
S	8.20		25		1	31f
S	8.64		6%		4	21f
S-SS US	6.75-9.15	40	40		5	
S-SS-US	6.61-8.30	30	30		5	
S-SS-US	7.07-9.27	40	40		5	
S	7.49-8.49	32	25		7	
S	7.91	40				
S	9.20	30	65		7	41f
S	6.65-8.50					
S	8.40		10			
S	9.19	35	30		4	91f
S-SS US	6.68-7.63	16pw	17pw			
S-SS-US	6.56-7.16	16pw	17pw			



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surely, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

doas hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 19 71

TRINITY UNIVERSAL INSURANCE COMPANY

L. C. Templeton

Title

L. C. Templeton, Secretary

(SEAL)

Frank M. Wilmer

Title Frank M. Wilmer, Vice President

State of Texas
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1973

C. E. Cason, Notary Public

C. E. Cason

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19 _____

(Seal)

L. C. Templeton

Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-07-16

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contracts with Hipkind Asphalt Corporation for
Contract A in amount of \$142,611.00, Contract B in amount of \$110,360.16, Contract
C in amount of \$83,580.00 for Resolution 5687-1975, Heater-Scarifying.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Provide for necessary improvement.

EFFECT OF NON-PASSAGE Unable to complete approved project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$336,551.16 to be paid from
Street Bond Issue

ASSIGNED TO COMMITTEE

Public Works Jth

7/9/75